



## WEBSITE TERMS OF USE

This Terms of Use (“**Terms of Use**”) governs your use of the website <https://aarunija.org/index.html> (“**Website**”) which is owned and operated by Aarunija Foundation (“**Aarunija Foundation**”), a registered charitable trust incorporated under the laws of India, and having its offices at G2 Renaissance Apartments, No. 11, Milton Street, Cooke Town, Bangalore – 560 005. For the purposes of this Terms of Use, “**Users**” shall mean any person who uses or accesses the Website on any computer, mobile phone, tablet, console or other device. The Terms of Use shall apply to all Users. Through this Website Aarunija Foundation intends to: (i) inform the Users of the activities and services undertaken by it which includes inter alia creating content and implementing an effective program of English speaking and reading skills, basic etiquette and life skills to primary and secondary underserved school children; and (ii) accepting donations from willing Users (“**Services**”). The Services rendered by the Trust are set out in detail in “**What We Do**” section of the Website.

Your access and/or use of the Website and/or the Services on the Website constitute your agreement to all such terms, conditions and notices without limitation or qualification and to be bound by this Terms of Use.

If you do not agree to the terms set forth below, you may not access the Website. For the purposes of this Terms of Use, “we”, “our” and “us” shall mean Aarunija Foundation and “you” and “your” shall mean User of the Website.

### 1. TERMS OF USE SUBJECT TO CHANGE

1.1. Aarunija Foundation reserves the right to refuse access to use the Services offered on the Website to new Users or to suspend / terminate access granted to existing Users at any time without according any reasons for doing so. All changes are effective as soon as Aarunija Foundation posts them, and, by continuing to use the Website and/or availing of the Services, you agree to be bound by the revised Terms of Use. Your use of the Website is subject to the most current version of the Terms of Use posted on the Website at the time of such use.

### 2. PERMITTED USERS AND ACCESS

2.1. You represent and warrant that you have the legal capacity and authority to agree to and accept this Terms of Use on behalf of yourself and any person you purport to represent. You shall not access and/or use the Website if you are not competent to contract under the applicable laws, rules and regulations.

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- 2.2. Individuals under the age of 18 should seek the consent of their parents before providing any information about themselves, their parents, or other family members on the Website.
- 2.3. If you represent a company, partnership firm, sole proprietorship or any other organisation, you shall be eligible to access the Website and avail of the Services on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity.

### 3. **OWNERSHIP**

- 3.1. All of the content on the Website, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, live sessions, video clips or text, reports generated, trademarks, tradenames uploaded by Aarunija Foundation ("**Website Content**"), constitute our intellectual property.
- 3.2. You may access the Website, avail of the Services and utilize the Website Content for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Website Content, features or facilities of the Website, directly or indirectly, without prior written permission of Aarunija Foundation.
- 3.3. Aarunija Foundation and its licensors, if any, are the sole owners of the underlying software and source code associated with the Website and all the trademarks, copyright and any other intellectual property rights of any nature on the Website.

### 4. **USER CONTENT**

- 4.1. You must ensure that the donor details filled in by you at the time of making any contribution is true, accurate, current and complete.

### 5. **USE OF WEBSITE AND SERVICES**

- 5.1. The Services on the Website are made available to you for your lawful use only. As a condition of your use of the Website, you represent and warrant to Aarunija Foundation that you will not use the Website/Services for any purpose that is unlawful, illegal and/or prohibited by these terms, conditions and notices.
- 5.2. Your use of the Website/Services must not damage, disable, impair, disrupt, compromise and/or degrade the integrity, efficiency, performance or security of the Website or otherwise result in the circumvention or breach of any security or control measures regarding the Website.

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## **6. UNAUTHORISED USE**

6.1. As a User, you agree not to:

- 6.1.1. use or launch any automated system, including, “robots,” “spiders,” or “offline readers,” that sends more request messages to the servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- 6.1.2. use the Website Content or Services in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Website Content or Services;
- 6.1.3. remove, from the Services or any content provided as part of the Services, any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in the Services;
- 6.1.4. use the Services or any part of it to create a false identity, to impersonate any person or organization, or attempt to disguise the origin of any content; and/or
- 6.1.5. use the Services for any purpose or in any manner that is unlawful under applicable laws or prohibited by this Terms of Use.

## **7. PAYMENT**

- 7.1. You agree and understand that you will be redirected to third party payment gateway websites in order to make the donation. You may have to agree to such third party payment gateway's terms and conditions.
- 7.2. You agree, understand and confirm that the debit card/credit card/net banking/ payment wallet details provided by you will be correct and accurate and you shall not use the debit card/credit card/net banking/payment wallet account which is not lawfully owned by you.
- 7.3. You agree to fully cooperate with us in an effort to resolve any problems we encounter while processing your donations.
- 7.4. When you make a payment using our Website, including by way of credit cards, debit cards, net banking or wallets, it is your responsibility to retain the relevant payment details for purpose of any refund transaction. Aarunija Foundation will not entertain any cancellation/refund request initiated by you.

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- 7.5. It is hereby clarified that Aarunija Foundation is only a facilitator in the process of payment and we are not capturing any credit card/debit card/net banking /payment wallet details of any User. Further the said information will not be utilized and shared by us.

## **8. RIGHTS RESERVED BY AARUNYA FOUNDATION**

- 8.1. Aarunija Foundation has the right to investigate and prosecute violations of these terms and conditions to the fullest extent of the law and may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms of Use.
- 8.2. While Aarunija Foundation does not have any obligation to monitor your access to or your use of the Services (or any feature or part of the Services), Aarunija Foundation has the right to do so for the purpose of operating the Website and providing the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law.
- 8.3. Subject to the receipt of a complaint from a User, Aarunija Foundation has the right but not an obligation to pre-screen, review, flag, filter, modify, refuse or re-move any or all content from any Service or any part of it.
- 8.4. Our performance as per this Terms of Use is subject to existing laws and legal process, and nothing contained in this Terms of Use is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of this Website, Services, features and facilities or information provided to or gathered by us with respect to such use.

## **9. THIRD PARTY SERVICE PROVIDERS OR THIRD-PARTY SOFTWARE**

- 9.1. We may use third-party service providers for rendering any of the Services without seeking further consent from you. We will not be responsible for any exchange of data between you and any such third party provider. We do not warrant or support third party applications, products or services, whether or not they are designated by us as “certified” or otherwise.

## **10. PRIVACY POLICY**

- 10.1. Access to and use of this Website is subject to the Privacy Policy. We respect your privacy. Aarunija Foundation will not intentionally monitor or disclose any private messages or address information unless required by law, regulation or court order. You agree to respect the privacy and confidentiality of others.

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## 11. INDEMNITY

- 11.1. You agree to indemnify, defend and hold harmless Aarunija Foundation and all other persons related to, associated or connected with Aarunija Foundation, from and against any and all liabilities, losses, damages, costs and expenses, including without limitation reasonable legal fees, incurred by the indemnified Parties in connection with any claim, demand or other action arising out of, related to, or connected with your use of the Website or your breach of this Terms of Use.

## 12. DISCLAIMER

- 12.1. You agree that you are accessing the Website and availing of the Services at your own risk. The Services and access to the Website are provided on an "as is" basis. Aarunija Foundation expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 12.2. Aarunija Foundation make no warranty that the Services shall meet your requirements, that the access to the Website and the Services shall be uninterrupted and/or timely and/or secure and/or error free; nor does Aarunija Foundation make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained from the access to the Website and/or use of the Services.
- 12.3. The operation of this Website and providing the Services may be affected by numerous factors beyond Aarunija Foundation's control. Security and privacy risks cannot be eliminated, and Aarunija Foundation disclaims any and all liability in connection therewith.

## 13. LIMITATION OF LIABILITY

- 13.1. ACCESS TO THIS WEBSITE AND ITS CONTENT, INCLUDING FEATURES AND FACILITIES PROVIDED FOR HEREIN ARE AVAILABLE TO USE AS A MATTER OF CONVENIENCE. AARUNYA FOUNDATION EXPRESSLY DISCLAIM ANY CLAIM OR LIABILITY ARISING OUT OF UPLOADING OF ANY DEFAMATORY, OBSCENE, VULGAR OR PORNOGRAPHIC IMAGES, PHOTOGRAPHS OR PICTURES OR ON ACCOUNT OF ANYBODY ALTERING OR DISTORTING THE IMAGES AVAILABLE IN THIS WEBSITE IN AN OBSCENE, VULGAR OR PORNOGRAPHIC MANNER. YOU AGREE AND ACKNOWLEDGE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR YOUR CONDUCT AND THAT AARUNYA FOUNDATION RESERVES THE RIGHT TO TERMINATE YOUR RIGHT TO ACCESS AND AVAIL OF THE FEATURES AND FACILITIES IMMEDIATELY, WITHOUT PREJUDICE TO INITIATING PROCEEDINGS UNDER THE RELEVANT PENAL PROVISIONS UNDER THE INDIAN INFORMATION TECHNOLOGY ACT, 2000 OR ANY OTHER ALLIED LAWS ENACTED BY THE GOVERNMENT OF INDIA OR ANY OTHER STATUTORY, LEGISLATIVE OR REGULATORY AUTHORITY THAT MAY HAVE JURISDICTION OR BE AUTHORIZED TO DO SO IN THIS REGARD FROM TIME TO TIME.

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- 13.2. IN NO EVENT SHALL AARUNYA FOUNDATION BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR PERFORMANCE OF THIS WEBSITE'S SERVICES, FEATURES AND FACILITIES OR FOR INTERRUPTED COMMUNICATIONS, DELAY, ETC., OR INABILITY TO USE THIS WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE THE FEATURES AND FACILITIES, OR FOR ANY INFORMATION, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THIS WEBSITE OR ANY OTHER SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AARUNYA FOUNDATION HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS CLAUSE SHALL SURVIVE IN PERPETUITY.

14. **SECURITY**

- 14.1. Aarunya Foundation has implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, Aarunya Foundation cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

15. **TERMINATION**

- 15.1. Aarunya Foundation may, at any time, in its sole discretion, cease to accept donation from any User.
- 15.2. Notwithstanding the termination of this Terms of Use, you shall continue to be bound by this Terms of Use in respect of your prior use of the Website and all matters connected with, relating to or arising from such use.

16. **AMENDMENTS**

- 16.1. This Terms of Use is subject to change by Aarunya Foundation without notice. Aarunya Foundation reserves the right to amend, change and/or modify the terms of this Terms of Use at any time and from time to time in its sole discretion. Such amendments and modifications shall be effective immediately upon posting of the amended/modified agreement on the Website. You agree to review this Terms of Use periodically to be aware of such amendments/modifications and your continued access and/or use of the Website shall be deemed your conclusive acceptance of the amended/modified agreement.

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## **17. ASSIGNMENT**

- 17.1. You may not assign or transfer any rights, obligations, or privileges that you have under this Terms of Use. Subject to the foregoing, this Terms of Use will be binding on your successors. Any assignment or transfer in violation of this clause will be deemed null and void. However, Aarunija Foundation shall have the right to assign its rights and obligations under this Terms of Use to any third party.

## **18. AGENCY**

- 18.1. Nothing in this Terms of Use is intended to or creates any type of joint venture, employee-employer, partnership, or any fiduciary relationship between you or and Aarunija Foundation. Further, except as expressly provided: (i) neither you nor Aarunija Foundation shall be deemed to be an agent or representative of the other by virtue of this Terms of Use; (ii) neither you nor Aarunija Foundation is authorized to, or will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other; and (iii) without limiting the generality of the foregoing, neither you nor Aarunija Foundation will enter into any contract, agreement, or other commitment, make any warranty or guaranty, or incur any obligation or liability in the name or otherwise on behalf of the other.

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1. This Terms of Use shall be governed in all respects by the laws of India without giving effect to any conflicts of law principles that may require the application of the law of a different state or country.
- 19.2. Any action arising from or relating to this Terms of Use must be brought in a competent court of law situated at Bangalore, Karnataka.

## **20. VALIDITY OF THIS TERMS OF USE**

- 20.1. This Terms of Use shall apply when you access the Website and avail of the Services, and shall extend to the Website Content.

## **21. ELECTRONIC COMMUNICATION**

- 21.1. By accepting the terms of this Terms of Use, you expressly grant your consent to receive notices and communication electronically from Aarunija Foundation for making any donation. All notices to Aarunija Foundation should be sent to the designated email address(es) provided for herein.

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## **22. MISCELLANEOUS PROVISIONS**

- 22.1. This Terms of Use constitute the entire agreement between Aarunya Foundation and the User with respect to the subject matter hereof and supersedes and re-places all prior or contemporaneous understandings, agreements or communication, written or oral, regarding such subject matter.
- 22.2. If any provision of this Terms of Use is held to be invalid or unenforceable, such provision shall be struck from this Terms of Use and the remaining provisions shall be enforced.
- 22.3. Aarunya Foundation's failure to act with respect to a breach by you or others of this Terms of Use does not waive Aarunya Foundation's right to act with respect to subsequent or similar breaches. Further, failure on the part of Aarunya Foundation to exercise or delay in exercising any right hereunder will not be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- 22.4. If you should have any suggestions or questions regarding the terms and conditions of this Terms of Use, please contact Aarunya Foundation at [aarunya.edu@gmail.com](mailto:aarunya.edu@gmail.com).

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